

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

08-CA-279835

Date Filed  
7/14/21

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, and Prime Healthcare Management, Inc. (a singleand/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax. No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail see Attachment-1
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment-1

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Ohio Nurses Association

## 4a. Address (Street and number, city, state, and ZIP code)

3760 Ridge Mill Drive  
Hilliard, OH 43026

## 4b. Tel. No.

614-400-1873

## 4c. Cell No.

same

## 4d. Fax No.

614-969-3888

## 4e. e-mail

amueller@ohnurses.org

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

James Petroff

(signature of representative or person making charge)

James Petroff, Union Attorney

(Print/type name and title or office, if any)

4200 Regent Street, Suite 210, Columbus, OH 43219

Address \_\_\_\_\_ Date 7/13/2021

## Tel. No.

440-308-8853

## Office, if any, Cell No.

614-221-4221

## Fax No.

614-744-2300

## e-mail

jpetroff@barkanemizlish.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## **ATTACHMENT-1**

### **1.a. EMPLOYER CONTACT INFORMATION**

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

## 2. BASIS OF CHARGE - 8(A)(5) INFORMATION REQUESTS

Since in or about January 2021, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:


1. Since on or about (b) (6), (b) (7)(C) 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the Union's request for information regarding the discipline of (b) (6), (b) (7)(C).
2. Since on or about January 28, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union concerning correspondence with nurses, which is all relevant and necessary to collective bargaining negotiations.
3. Since on or about (b) (6), (b) (7)(C) 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union concerning the discipline of unit member (b) (6), (b) (7)(C).
4. Since on or about July 9, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide and/or unreasonably delaying in providing information requested by the Union concerning bargaining unit employee prior work experience as a licensed nurse, which is relevant and necessary to collective bargaining negotiations and/or developing Union wage scale proposals.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
08-CA-279835	Date Filed <b>11-5-21</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>	
a. Name of Employer Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital	b. Tel. No. see Attachment-1 c. Cell No.  f. Fax. No. see Attachment-1 g. e-mail see Attachment-1 h. Number of workers employed 130
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1   
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
<b>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</b> See Attachment-1	
<b>3. Full name of party filing charge (if labor organization, give full name, including local name and number)</b> Ohio Nurses Association	
4a. Address (Street and number, city, state, and ZIP code) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873 4c. Cell No. same 4d. Fax No. 614-969-3888 4e. e-mail amueller@ohnurses.org
<b>5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)</b> American Federation of Teachers, AFL-CIO	
<b>6. DECLARATION</b>  I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">   _____  (signature of representative or person making charge)  3311 Bear Pointe Cir., Powell, OH 43065  Address _____ </div> <div style="width: 45%;"> James Petroff, Union Attorney  (Print/type name and title or office, if any)  11/5/2021  Date _____ </div> </div>	
Tel. No. 440-308-8853 Office, if any, Cell No. 614-756-5566 Fax No.  e-mail jpetroff@lawforlabor.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



## **ATTACHMENT-1**

### **EMPLOYER CONTACT INFORMATION**

Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital

Prime Healthcare Foundation - East Liverpool, LLC

348 E. Guasti Road

Ontario, California 91761

Telephone: 909-235-4400

East Liverpool City Hospital

425 W. 5th Street

East Liverpool, OH 43920

Telephone: 330-386-2022

Facsimile: 330-386-2091

Representative: Teri Pasco

Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

## **BASIS OF CHARGE - 8(A)(5) INFORMATION REQUESTS**

Since in or about January 2021, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:

1. Since on or about January 28, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union concerning correspondence with nurses, which is all relevant and necessary to collective bargaining negotiations.
2. Since on or about July 9, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide and/or unreasonably delaying in providing information requested by the Union concerning bargaining unit employee prior work experience as a licensed nurse, which is relevant and necessary to collective bargaining negotiations and/or developing Union wage scale proposals.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
08-CA-279835	Date Filed <b>12/7/21</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT					
a. Name of Employer  Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital		b. Tel. No. see Attachment-1			
		c. Cell No.			
		f. Fax. No. see Attachment-1			
d. Address (Street, city, state, and ZIP code) see Attachment-1		e. Employer Representative see Attachment-1			
				g. e-mail see Attachment-1	
				h. Number of workers employed 130	
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital		j. Identify principal product or service Healthcare			
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.					
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  See Attachment-1					
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Ohio Nurses Association					
4a. Address (Street and number, city, state, and ZIP code) 3760 Ridge Mill Drive Hilliard, OH 43026		4b. Tel. No. 614-400-1873			
		4c. Cell No. same			
		4d. Fax No. 614-969-3888			
		4e. e-mail amueller@ohnurses.org			
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) American Federation of Teachers, AFL-CIO					
6. DECLARATION		Tel. No. 440-308-8853			
<p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p><u>James Petroff</u> (signature of representative or person making charge)</p> <p>3311 Bear Pointe Cir., Powell, OH 43065 Address _____</p>		Office, if any, Cell No. 614-756-5566			
		Fax No.			
		e-mail jpetroff@lawforlabor.com			
		Date 12/3/2021 _____			

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## **ATTACHMENT-1**

### **EMPLOYER CONTACT INFORMATION**

Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital

Prime Healthcare Foundation - East Liverpool, LLC

348 E. Guasti Road

Ontario, California 91761

Telephone: 909-235-4400

East Liverpool City Hospital

425 W. 5th Street

East Liverpool, OH 43920

Telephone: 330-386-2022

Facsimile: 330-386-2091

Representative: Teri Pasco

Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

## **BASIS OF CHARGE - 8(A)(5) INFORMATION REQUESTS**

Since in or about January 2021, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:

1. Since on or about January 28, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information requested by the Union concerning correspondence with nurses, which is all relevant and necessary to collective bargaining negotiations.
2. Since on or about July 9, 2021, and at all times thereafter, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information requested by the Union on June 12, 2021 concerning bargaining unit employee prior work experience as a licensed nurse, and again on June 23, 2021 concerning previous employment positions, time spent in those positions, and a brief description of such employment, all of which is relevant and necessary to collective bargaining negotiations and/or developing Union wage scale proposals.

## DO NOT WRITE IN THIS SPACE

Case 08-CA-277674

Date Filed  
5/26/21

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, and Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax. No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail see Attachment-1
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment-1

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Ohio Nurses Association

## 4a. Address (Street and number, city, state, and ZIP code)

3760 Ridge Mill Drive  
Hilliard, OH 43026

## 4b. Tel. No.

614-400-1873

## 4c. Cell No.

same

## 4d. Fax No.

614-969-3888

## 4e. e-mail

amueller@ohnurses.org

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

/s/James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

4200 Regent Street, Suite 210, Columbus, OH 43219

Address \_\_\_\_\_ Date 05/25/2021

## Tel. No.

(614) 744-2323

## Office, if any, Cell No.

(440) 308-8853

## Fax No.

(614) 744-2300

## e-mail

jpetroff@barkanmeizlish.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

### **BASIS OF THE CHARGE**

1. Since on or about January 7, 2021, the Employer, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of Ohio Nurses Association, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, through the following conduct:
  - a. Since on or about January 7, 2021, the above-named Employer has interfered with, restrained and coerced employees in the exercise of their Section 7 rights by unlawful direct dealing with bargaining unit nurses over the terms of a unilaterally-promulgated retention bonus and further by securing unlawful agreement with said nurses to waive the just cause provisions of the collective bargaining agreement; said agreements being inherently destructive to the Union; and
  - b. Since on or about May 21, 2021, the Employer, by its officers, agents and representatives, the above-named Employer unlawfully implemented a shift bonus without bargaining to a good faith impasse with ONA.

The employer should not rescind, reduce or cancel these implemented retention and/or shift bonuses or otherwise retaliate or discriminate against registered nurses. Rather, implemented bonuses should remain in effect and the employer should bargain with the Ohio Nurses Association regarding increases to them and over their terms.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
First Amended Charge

## DO NOT WRITE IN THIS SPACE

Case  
08-CA-277674Date Filed  
8/31/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(3)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

see Attachment-1

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)

Ohio Nurses Association

4a. Address (*Street and number, city, state, and ZIP code*)3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.com

Address 4200 Regent Street, Suite 210, Columbus, OH 43219 Date 08/31/2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

Attachment to First Amended Charge

1. Since on or about January 7, 2021, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of East Liverpool City Hospital, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, by entering into and unlawfully maintaining recruitment and retention bonus agreements with unit employees that contained “at-will” provisions beyond unit employees’ probationary period, and terms which waived just cause provisions of the collective-bargaining agreement.
2. Since on or about January 7, 2021, and at all times thereafter, it, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by engaging in the following conduct:
  - a. Since on or about January 7, 2021, the above-named Employer has unilaterally implemented and promulgated a recruitment and retention bonus, and unilaterally secured unlawful recruitment and retention bonus agreements, without providing the Union with notice and opportunity to bargain, and without bargaining to a good-faith lawful impasse. The Employer should not rescind, reduce or cancel the bonus, or otherwise retaliate or discriminate against registered nurses. Rather, the bonus should remain in effect for those registered nurses who have received it, including future payments to those registered nurses in accordance with the terms of the implemented bonus program; however, the Employer should cease and desist offering such bonuses to other employees without first bargaining with the Union over bonuses, wages, hours and other terms and conditions of employment
  - b. Since on or about January 7, 2021, the above-named Employer failed and refused to bargain in good faith by bypassing the Union and engaging in direct dealing with bargaining unit employees, by securing and entering into recruitment and retention bonus agreements with employees.
  - c. Since on or about May 21, 2021, the Employer, by its officers, agents and representatives, the above-named Employer unlawfully implemented a shift bonus without bargaining to a good faith impasse with ONA.

The Employer should not rescind, reduce or cancel the implemented shift bonus or otherwise retaliate or discriminate against registered nurses. Rather, implemented shift bonuses should remain in effect and the Employer should bargain with the Ohio Nurses Association regarding increases to them and over their terms.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
Second Amended Charge

## DO NOT WRITE IN THIS SPACE

Case  
08-CA- 277674Date Filed  
9/29/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital and Prime Healthcare Foundation - East Liverpool, LLC		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(3)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

see Attachment-1

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)

Ohio Nurses Association

4a. Address (*Street and number, city, state, and ZIP code*)3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.com

Address 4200 Regent Street, Suite 210, Columbus, OH 43219

Date 09/29/2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC

Prime Healthcare Foundation - East Liverpool, LLC

Teri Pasco

East Liverpool City Hospital

425 W. 5th Street

East Liverpool, OH 43920

Telephone: 330-386-2022

Facsimile: 330-386-2091

Representative: Teri Pasco

Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

Attachment to Second Amended Charge

1. Since on or about January 7, 2021, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of East Liverpool City Hospital, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, by entering into and unlawfully maintaining recruitment and retention bonus agreements with unit employees that contained “at-will” provisions beyond unit employees’ probationary period, and terms which waived just cause provisions of the collective-bargaining agreement.
2. Since on or about January 7, 2021, and at all times thereafter, it, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by engaging in the following conduct:
  - a. Since on or about January 7, 2021, the above-named Employer has unilaterally implemented and promulgated a recruitment and retention bonus, and unilaterally secured unlawful recruitment and retention bonus agreements, without providing the Union with notice and opportunity to bargain, and without bargaining to a good-faith lawful impasse. The Employer should not rescind, reduce or cancel the bonus, or otherwise retaliate or discriminate against registered nurses. Rather, the bonus should remain in effect for those registered nurses who have received it, including future payments to those registered nurses in accordance with the terms of the implemented bonus program; however, the Employer should cease and desist offering such bonuses to other employees without first bargaining with the Union over bonuses, wages, hours and other terms and conditions of employment
  - b. Since on or about January 7, 2021, the above-named Employer failed and refused to bargain in good faith by bypassing the Union and engaging in direct dealing with bargaining unit employees, by securing and entering into recruitment and retention bonus agreements with employees.
  - c. Since on or about May 21, 2021, the Employer, by its officers, agents and representatives, the above-named Employer unlawfully implemented a shift bonus without bargaining to a good faith impasse with ONA.

The Employer should not rescind, reduce or cancel the implemented shift bonus or otherwise retaliate or discriminate against registered nurses. Rather, implemented shift bonuses should remain in effect and the Employer should bargain with the Ohio Nurses Association regarding increases to them and over their terms.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
Third Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-277674Date Filed  
10/29/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax. No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

see Attachment-1

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Ohio Nurses Association

## 4a. Address (Street and number, city, state, and ZIP code)

3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.com

Address 4200 Regent Street, Suite 210, Columbus, OH 43219 Date 10/28/2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Attachment to Third Amended Charge

1. Since on or about January 7, 2021, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of East Liverpool City Hospital, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, by entering into and unlawfully maintaining recruitment and retention bonus agreements with unit employees that contained “at-will” provisions beyond unit employees’ probationary period, and terms which waived just cause provisions of the collective-bargaining agreement.
2. Since on or about January 7, 2021, and at all times thereafter, it, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by engaging in the following conduct:
  - a. Since on or about January 7, 2021, the above-named Employer has unilaterally implemented and promulgated a recruitment and retention bonus, and unilaterally secured unlawful recruitment and retention bonus agreements, without providing the Union with notice and opportunity to bargain, and without bargaining to a good-faith lawful impasse. The Employer should not rescind, reduce or cancel the bonus, or otherwise retaliate or discriminate against registered nurses. Rather, the bonus should remain in effect for those registered nurses who have received it, including future payments to those registered nurses in accordance with the terms of the implemented bonus program; however, the Employer should cease and desist offering such bonuses to other employees without first bargaining with the Union over bonuses, wages, hours and other terms and conditions of employment
  - b. Since on or about January 7, 2021, the above-named Employer failed and refused to bargain in good faith by bypassing the Union and engaging in direct dealing with bargaining unit employees, by securing and entering into recruitment and retention bonus agreements with employees.
  - c. Since on or about May 21, 2021, the Employer, by its officers, agents and representatives, the above-named Employer unlawfully implemented a shift bonus without bargaining to a good faith impasse with ONA.

The Employer should not rescind, reduce or cancel the implemented shift bonus or otherwise retaliate or discriminate against registered nurses. Rather, implemented shift bonuses should remain in effect and the Employer should bargain with the Ohio Nurses Association regarding increases to them and over their terms.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
08-CA-272885Date Filed  
2/18/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)	b. Tel. No. see Attachment-1
	c. Cell No.
	f. Fax. No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1
	g. e-mail <b>see Attachment-1</b>
	h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) see Attachment-1	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Ohio Nurses Association	
4a. Address (Street and number, city, state, and ZIP code) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873
	4c. Cell No. same
	4d. Fax No. 614-969-3888
	4e. e-mail amueller@ohnurses.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) American Federation of Teachers, AFL-CIO	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge) Jonathan C. Wentz (Print/type name and title or office, if any) 4200 Regent Street, Suite 210, Columbus, OH 43219 Address Date 2/17/2021	
Tel. No. 614-221-4221	
Office, if any, Cell No. 614-571-6625	
Fax No. 614-744-2300	
e-mail jwentz@barkanmeizlish.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: tpasco@primehealthcare.com

## **BASIS OF CHARGE**

Since on or about September 10, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by engaging in the following conduct:

1. Since on or about September 10, 2020, the above-named Employer has failed or refused to bargain in good faith by engaging in surface bargaining.
2. Since on or about October 8, 2020, East Liverpool City Hospital and Prime Healthcare Foundation – East Liverpool, LLC; Prime Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare Management, Inc. (collectively, “Prime Healthcare”), a single or joint employer of the employees in the bargaining unit represented by ONA at East Liverpool City Hospital, failed or refused to bargain in good faith by refusing or failing to vest its negotiators with the authority to make proposals and enter agreements on behalf of Prime Healthcare and East Liverpool City Hospital and unreasonably delaying negotiations to consult with Prime Healthcare about proposals and agreements.
3. Since on or about November 13, 2020 and December 9, 2020, the above-named Employer failed or refused to bargain in good faith by engaging in direct dealing with bargaining unit employees.
4. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by unilaterally violating its prior written agreement to make wage increases retroactive by announcing that effective upon the expiration of the contract extension that it would not make wage increases retroactive, which also constituted an announced *fait accompli*, and/or by refusing to make wage increases retroactive, in order to offset the costs of a pending strike despite previously informing the Union in writing on November 16, 2020 that the Employer was “making no claim that the use of strike replacement workers has an effect on the hospital’s ability to fund the Union’s economic proposal.”
5. Since on or about November 18, 2020 the above-named Employer refused to bargain in good faith by unilaterally, unlawfully and prematurely declaring impasse and refusing to schedule additional bargaining dates despite the Union informing the Employer that the parties were not at impasse and requesting additional bargaining dates, and informing the Employer that the Union’s bargaining position on disputed items remained flexible.
6. Since on or about December 10, 2020, the above-named Employer unilaterally announced the implementation of and has unilaterally implemented a change and/or increase to wages, without providing the Union with notice and opportunity to bargain, and without reaching a lawful good-faith impasse in negotiations over a successor collective bargaining agreement, and has refused to bargain regarding the

implemented change to wages or wage increases. Further, the implemented change and/or increase to wages is inconsistent with the Employer's last, best and final offer. The Employer should not rescind, reduce or cancel implemented wage increases or otherwise retaliate or discriminate against registered nurses. Rather, the Employer's implemented wage increases should remain in effect and the Employer should bargain with the Union over additional wage increases, hours, and other terms or conditions of employment.

7. Since on or about December 13, 2020, the above-named Employer has unilaterally implemented a change to scheduling and staffing procedures for nurses assigned to COVID patients in the in-patient units, without providing the Union with notice and opportunity to bargain, and without bargaining to a good-faith lawful impasse.
8. Since on or about January 14, 2021, the above-named Employer has unilaterally implemented a recruitment bonus for new hires, without providing the Union with notice and opportunity to bargain, and without bargaining to a good-faith lawful impasse. The Employer should rescind the recruitment bonus, restore the status *quo ante* and bargain with the Union over wages, bonuses and other terms and conditions of employment.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
First Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-272885Date Filed  
8/31/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

see Attachment-1

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Ohio Nurses Association

**4a. Address (Street and number, city, state, and ZIP code)**3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

American Federation of Teachers, AFL-CIO

**6. DECLARATION**I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.comAddress 4200 Regent Street, Suite 210, Columbus, OH 43219Date 08/31/2021**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

Attachment to First Amended Charge

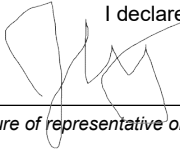
1. Since on or about December 10, 2020, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of East Liverpool City Hospital, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, by, in a Facebook posting, threatening employees that the Union's actions resulted in withholding increased wages to RNs and that the Employer would proceed with providing it last proposed wage increases to the RNs.
2. Since on or about September 10, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by engaging in the following conduct:
  - a. Since on or about November 13, 2020 and December 9, 2020, the above-named Employer failed or refused to bargain in good faith by engaging in direct dealing with bargaining unit employees.
  - b. Since on or about November 18, 2020 the above-named Employer refused to bargain in good faith by unilaterally, unlawfully and prematurely declaring impasse despite the Union informing the Employer that the parties were not at impasse, and informing the Employer that the Union's bargaining position on disputed items remained flexible.
  - c. Since on or about December 10, 2020, the above-named Employer unilaterally announced the implementation of and has unilaterally implemented a change and/or increase to wages, without providing the Union with notice and opportunity to bargain, and without reaching a lawful good-faith impasse in negotiations over a successor collective bargaining agreement, and has refused to bargain regarding the implemented change to wages or wage increases. Further, the implemented change and/or increase to wages is inconsistent with the Employer's last, best and final offer. The Employer should not rescind, reduce or cancel implemented wage increases or otherwise retaliate or discriminate against registered nurses. Rather, the Employer's implemented wage increases should remain in effect and the Employer should bargain with the Union over additional wage increases, hours, and other terms or conditions of employment.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 08-CA-272618	Date Filed 2/11/21

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer East Liverpool City Hospital and Prime Healthcare (a single and/or joint employer) see Attachment-1		b. Tel. No. see Attachment-1	
		c. Cell No.	
		f. Fax No. see Attachment-1	
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>	
		h. Number of workers employed 130	
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital		j. Identify principal product or service Healthcare	
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge ( <i>set forth a clear and concise statement of the facts constituting the alleged unfair labor practices</i> ) see Attachment-1			
3. Full name of party filing charge ( <i>if labor organization, give full name, including local name and number</i> ) Ohio Nurses Association			
4a. Address ( <i>Street and number, city, state, and ZIP code</i> ) 3760 Ridge Mill Drive Hilliard, OH 43026		4b. Tel. No. 614-400-1873	
		4c. Cell No. same	
		4d. Fax No. 614-969-3888	
		4e. e-mail amueller@ohnurses.org	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) American Federation of Teachers, AFL-CIO			
<p>6. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p> _____ (signature of representative or person making charge)</p> <p>Jonathan C. Wentz _____ (Print/type name and title or office, if any)</p> <p>4200 Regent Street, Suite 210, Columbus, OH 43219 Address _____</p> <p>Date 2021-02-11 _____</p>		<p>Tel. No. 614-221-4221</p> <p>Office, if any, Cell No. 614-571-6625</p> <p>Fax No. 614-744-2300</p> <p>e-mail jwentz@barkanmeizlish.com</p>	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital and Prime Healthcare Foundation - East Liverpool, LLC; Prime Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
Representative: Unknown  
Email: info@primehealthcare.com

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: tpasco@primehealthcare.com

**BASIS OF CHARGE - 8(A)(5) INFORMATION REQUESTS**

Since on or about August 14, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:

1. Since on or about August 31, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the Union's August 14, 2020 Bargaining Unit Data Request item 2, item 3, item 4, item 6, item 7 and item 8, and the Union's August 14, 2020 Other Information Request item 2, item 6, item 7, all of which are relevant and necessary to collective bargaining negotiations.
2. Since on or about October 22, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union concerning item 4 (call and overtime hours for surgery), item 6 (mandatory overtime) and other information item #7 (agency nurses,) which are all relevant and necessary to collective bargaining negotiations.
3. Since on or about October 27, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on October 27, 2020 concerning current vacancies and terminations,

which is relevant and necessary to collective bargaining negotiations.

4. Since on or about October 29, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide and/or unreasonably delaying in providing information requested by the Union verbally on October 29, 2020 concerning bargaining unit employee placement on the wage scale in the current collective bargaining agreement, all of which is relevant and necessary to collective bargaining negotiations.
5. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning bargaining unit employee exit interviews, all of which is relevant and necessary to collective bargaining negotiations.
6. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning Ohio Hospital Association data the Employer claimed to have relied upon to create its proposed wage scale proposal, all of which is relevant and necessary to collective bargaining negotiations.
7. Since on or about November 2, 2020 and November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 2, 2020 and November 10, 2020 concerning a list of bargaining unit employees that have left employment, which is relevant and necessary to collective bargaining negotiations.
8. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning step placement for each employee on the Employer's proposed wage scale, which is relevant and necessary to collective bargaining negotiations.
9. Since on or about November 16, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 16, 2020 concerning the Employer's determination of bargaining unit employee years of service and experience for purposes of the Employer's proposed wage scale, which is relevant and necessary to collective bargaining negotiations.
10. Since on or about November 17, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union verbally on November 17, 2020 concerning the method the Employer used to calculate the 5% average wage increase, including the information

and methodology relied upon by the Employer.

11. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 18, 2020 concerning temporary replacement nurses, which is relevant and necessary to collective bargaining negotiations.
12. Since on or about November 29, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 29, 2020 written request, item #7, information concerning the Prime Healthcare pay structure/step systems, all of which is relevant and necessary to collective bargaining negotiations.
13. Since on or about December 4, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested in writing by the Union on or about December 4, 2020, new information request item 1, item 2, item 3, item 4, item 5, item 6, item 7, and item 8.
14. Since on or about December 10, 2020, the above-named employer has failed or refused to respond and/or unreasonably delayed in responding to the Ohio Nurses Association's request for an explanation of all implemented changes to wages, hours and other terms or conditions of employment and information concerning wage increases.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
First Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-272618Date Filed  
2/12/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

see Attachment-1

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)

Ohio Nurses Association

4a. Address ( <i>Street and number, city, state, and ZIP code</i> ) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873
	4c. Cell No. same
	4d. Fax No. 614-969-3888
	4e. e-mail amueller@ohnurses.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Jonathan C. Wentz

(signature of representative or person making charge)

(Print/type name and title or office, if any)

4200 Regent Street, Suite 210, Columbus, OH 43219

Address

Date 2021-02-12

Tel. No.  
614-221-4221Office, if any, Cell No.  
614-571-6625Fax No.  
614-744-2300e-mail  
jwentz@barkanmeizlish.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: tpasco@primehealthcare.com

### BASIS OF CHARGE - 8(A)(5) INFORMATION REQUESTS

Since on or about August 14, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:

1. Since on or about August 31, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the Union's August 14, 2020 Bargaining Unit Data Request item 2, item 3, item 4, item 6, item 7 and item 8, and the Union's August 14, 2020 Other Information Request item 2, item 6, item 7, all of which are relevant and necessary to collective bargaining negotiations.
2. Since on or about October 22, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union concerning item 4 (call and overtime hours for surgery), item 6 (mandatory overtime) and other information item #7 (agency nurses,) which are all relevant and necessary to collective bargaining negotiations.
3. Since on or about October 27, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on October 27, 2020 concerning current vacancies and terminations, which is relevant and necessary to collective bargaining negotiations.
4. Since on or about October 29, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide and/or unreasonably delaying in providing information requested by the Union verbally on October 29, 2020 concerning bargaining unit employee placement on the wage scale in the current collective bargaining agreement, all of which is relevant and necessary to collective bargaining negotiations.
5. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning bargaining unit employee exit interviews, all of which is relevant and necessary to collective bargaining negotiations.
6. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning Ohio Hospital Association data the

Employer claimed to have relied upon to create its proposed wage scale proposal, all of which is relevant and necessary to collective bargaining negotiations.

7. Since on or about November 2, 2020 and November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 2, 2020 and November 10, 2020 concerning a list of bargaining unit employees that have left employment, which is relevant and necessary to collective bargaining negotiations.
8. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union on November 10, 2020 concerning step placement for each employee on the Employer's proposed wage scale, which is relevant and necessary to collective bargaining negotiations.
9. Since on or about November 16, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 16, 2020 concerning the Employer's determination of bargaining unit employee years of service and experience for purposes of the Employer's proposed wage scale, which is relevant and necessary to collective bargaining negotiations.
10. Since on or about November 17, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information requested by the Union verbally on November 17, 2020 concerning the method the Employer used to calculate the 5% average wage increase, including the information and methodology relied upon by the Employer.
11. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 18, 2020 concerning temporary replacement nurses, which is relevant and necessary to collective bargaining negotiations.
12. Since on or about November 29, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing information requested by the Union on or about November 29, 2020 written request, item #7, information concerning the Prime Healthcare pay structure/step systems, all of which is relevant and necessary to collective bargaining negotiations.
13. Since on or about December 4, 2020, the above-named Employer refused or failed to bargain in good faith by refusing or failing to provide the Union with information and/or unreasonably delaying in providing

information requested in writing by the Union on or about December 4, 2020, new information request item 1, item 2, item 3, item 4, item 5, item 6, item 7, and item 8.

14. Since on or about December 10, 2020, the above-named employer has failed or refused to respond and/or unreasonably delayed in responding to the Ohio Nurses Association's request for an explanation of all implemented changes to wages, hours and other terms or conditions of employment and information concerning wage increases.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
Second Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-272618Date Filed  
8/26/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)**

see Attachment-1

**3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)**

Ohio Nurses Association

**4a. Address (*Street and number, city, state, and ZIP code*)**3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)**

American Federation of Teachers, AFL-CIO

**6. DECLARATION**I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.James Petroff

(signature of representative or person making charge)

James Petroff

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.comAddress 4200 Regent Street, Suite 210, Columbus, OH 43219 Date 08/26/2021**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

### Attachment to Second Amended Charge

Since on or about August 14, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective-bargaining representative, and concerning the following requested information:

1. Since on or about August 14, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the following items in the Union's August 14, 2020 Bargaining Unit Data Request:
  - (a) Item #2: From about August 14, 2020 to about November 17, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 seeking nursing certifications and nursing college degrees (Associates, BSN, etc...);
  - (b) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (c) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (d) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning, and/or since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (e) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (f) Item #3: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #3 seeking pay rate history since June 1, 2017;
  - (g) Item #4: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #4;
  - (h) Item #6: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #6;
  - (i) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking pay rates at the time of hire for RNs hired after May 31, 2017;
  - (j) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking resumes or job applications which document an RN's prior experience and which

- supports the Employer's decision to hire the RN above the starting rate;
- (k) Other Information Item #2: From about August 14, 2020 to about October 27, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #2;
  - (l) Other Information Item #6: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #6.
2. From about September 25, October 9, and October 22, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing requested information concerning hourly rates paid by the Employer to Agency RNs requested verbally about September 25 and verbally about October 9, 2020, and requested in the portion of the written request made on October 22, 2020, in a portion of Other Information Item #7, which is relevant and necessary to collective bargaining negotiations.
  3. From about October 27, 2020 to about November 16, 2020, the above-named Employer unreasonably delayed in providing current bargaining unit vacancies, and from about October 27, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing information concerning vacancies in each department, which is relevant and necessary to collective bargaining negotiations.
  4. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information requested by the Union on about November 10, 2020 concerning Ohio Hospital Association market data the Employer claimed to have relied upon to create its proposed wage scale proposal, all of which is relevant and necessary to collective bargaining negotiations.
  5. From about November 17, 2020 to about December 9, 2020, the above-named Employer unreasonably delayed in providing information requested by the Union verbally on November 17, 2020 concerning the method the Employer used to calculate the 5% average wage increase, including the information and methodology relied upon by the Employer.
  6. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by failing and refusing to provide the Union with a portion of information requested in writing about November 18, 2020 concerning the total number of hours worked by temporary replacement nurses by name, shift and assignment, which is relevant and necessary to collective bargaining negotiations.
  7. Since on or about December 4, 2020, the above-named Employer refused or failed to bargain in good faith by refusing and failing to provide the Union with information requested in writing by the Union on or about December 4, 2020, concerning the following items, all of which is relevant and necessary to collective bargaining negotiations:

- (a) New Information Item #3 (copies of the information relied upon by the Employer to determine that some employees' "Years of Experience" was longer than his/her "Years of Service.")\_
  - (b) New Information Item #5 (total cost of the Employer's retroactivity proposal, including the information and methodology relied upon by the Employer to calculate said amount)
- 8. Since on or about December 10, 2020, the above-named Employer has failed or refused to respond the Ohio Nurses Association's request for information concerning any other unilateral changes made by the Employer to employees' terms and conditions of employment.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
Third Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-272618Date Filed  
9/29/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital and Prime Healthcare Foundation - East Liverpool, LLC		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)**

see Attachment-1

**3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)**

Ohio Nurses Association

**4a. Address (*Street and number, city, state, and ZIP code*)**3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)**

American Federation of Teachers, AFL-CIO

**6. DECLARATION**I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

James Petroff

James Petroff

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.com

Address 4200 Regent Street, Suite 210, Columbus, OH 43219

Date 09/29/2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC

Prime Healthcare Foundation - East Liverpool, LLC

Teri Pasco

East Liverpool City Hospital

425 W. 5th Street

East Liverpool, OH 43920

Telephone: 330-386-2022

Facsimile: 330-386-2091

Representative: Teri Pasco

Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

### Attachment to Third Amended Charge

Since on or about August 14, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective- bargaining representative, and concerning the following requested information:

1. Since on or about August 14, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the following items in the Union's August 14, 2020 Bargaining Unit Data Request:
  - (a) Item #2: From about August 14, 2020 to about November 17, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 seeking nursing certifications and nursing college degrees (Associates, BSN, etc...);
  - (b) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (c) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (d) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning, and/or since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (e) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (f) Item #3: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #3 seeking pay rate history since June 1, 2017;
  - (g) Item #4: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #4;
  - (h) Item #6: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #6;
  - (i) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking pay rates at the time of hire for RNs hired after May 31, 2017;
  - (j) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking resumes or job applications which document an RN's prior experience and which



- supports the Employer's decision to hire the RN above the starting rate;
- (k) Other Information Item #2: From about August 14, 2020 to about October 27, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #2;
  - (l) Other Information Item #6: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #6.
2. From about September 25, October 9, and October 22, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing requested information concerning hourly rates paid by the Employer to Agency RNs requested verbally about September 25 and verbally about October 9, 2020, and requested in the portion of the written request made on October 22, 2020, in a portion of Other Information Item #7, which is relevant and necessary to collective bargaining negotiations.
  3. From about October 27, 2020 to about November 16, 2020, the above-named Employer unreasonably delayed in providing current bargaining unit vacancies, and from about October 27, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing information concerning vacancies in each department, which is relevant and necessary to collective bargaining negotiations.
  4. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information requested by the Union on about November 10, 2020 concerning Ohio Hospital Association market data the Employer claimed to have relied upon to create its proposed wage scale proposal, all of which is relevant and necessary to collective bargaining negotiations.
  5. From about November 17, 2020 to about December 9, 2020, the above-named Employer unreasonably delayed in providing information requested by the Union verbally on November 17, 2020 concerning the method the Employer used to calculate the 5% average wage increase, including the information and methodology relied upon by the Employer.
  6. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by failing and refusing to provide the Union with a portion of information requested in writing about November 18, 2020 concerning the total number of hours worked by temporary replacement nurses by name, shift and assignment, which is relevant and necessary to collective bargaining negotiations.
  7. Since on or about December 4, 2020, the above-named Employer refused or failed to bargain in good faith by refusing and failing to provide the Union with information requested in writing by the Union on or about December 4, 2020, concerning the following items, all of which is relevant and necessary to collective bargaining negotiations:

- (a) New Information Item #3 (copies of the information relied upon by the Employer to determine that some employees' "Years of Experience" was longer than his/her "Years of Service.")\_
  - (b) New Information Item #5 (total cost of the Employer's retroactivity proposal, including the information and methodology relied upon by the Employer to calculate said amount)
- 8. Since on or about December 10, 2020, the above-named Employer has failed or refused to respond the Ohio Nurses Association's request for information concerning any other unilateral changes made by the Employer to employees' terms and conditions of employment.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**  
Fourth Amended Charge**DO NOT WRITE IN THIS SPACE**Case  
08-CA-272618Date Filed  
10/29/21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax. No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

see Attachment-1

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Ohio Nurses Association

## 4a. Address (Street and number, city, state, and ZIP code)

3760 Ridge Mill Drive  
Hilliard, OH 430264b. Tel. No.  
614-400-18734c. Cell No.  
614-400-18734d. Fax No.  
614-969-38884e. e-mail  
amueller@ohnurses.org

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

American Federation of Teachers, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

James Petroff

James Petroff

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.  
614-221-4221Office, if any, Cell No.  
(440) 308-8853Fax No.  
614-744-2300e-mail  
jpetroff@barkanmeizlish.com

Address 4200 Regent Street, Suite 210, Columbus, OH 43219

Date 10/28/2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

### Attachment to Fourth Amended Charge

Since on or about August 14, 2020, and at all times thereafter, the Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by failing and refusing to furnish the Union with requested information, and/or unreasonably delaying in furnishing the Union with requested information, and/or failing to inform the Union that requested information did not exist, all of which was necessary and relevant to the Union's performance as the collective- bargaining representative, and concerning the following requested information:

1. Since on or about August 14, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information and/or unreasonably delaying in providing information in response to the following items in the Union's August 14, 2020 Bargaining Unit Data Request:
  - (a) Item #2: From about August 14, 2020 to about November 17, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 seeking nursing certifications and nursing college degrees (Associates, BSN, etc...);
  - (b) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (c) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether or not RNs work as an assigned "Preceptor;"
  - (d) Item #2: From about August 14, 2020 to about December 1, 2020, the Employer unreasonably delayed in providing information concerning, and/or since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (e) Item #2: Since about December 8, 2020, the Employer failed and refused to provide information concerning the portion of Item #2 as to whether an RN is assigned as a Charge Nurse;
  - (f) Item #3: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing information concerning the portion of Item #3 seeking pay rate history since June 1, 2017;
  - (g) Item #4: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #4;
  - (h) Item #6: From about August 14, 2020 to about October 22, 2020, the Employer unreasonably delayed in providing the information requested in Item #6;
  - (i) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking pay rates at the time of hire for RNs hired after May 31,

2017;

- (j) Item #7: Since about August 14, 2020, the Employer failed and refused to provide information concerning the portion of Item #7 seeking resumes or job applications which document an RN's prior experience and which supports the Employer's decision to hire the RN above the starting rate;
  - (k) Other Information Item #2: From about August 14, 2020 to about October 27, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #2;
  - (l) Other Information Item #6: From about August 14, 2020 to about December 7, 2020, the Employer unreasonably delayed in providing the information requested in Other Information Item #6.
2. From about September 25, October 9, and October 22, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing requested information concerning hourly rates paid by the Employer to Agency RNs requested verbally about September 25 and verbally about October 9, 2020, and requested in the portion of the written request made on October 22, 2020, in a portion of Other Information Item #7, which is relevant and necessary to collective bargaining negotiations.
  3. From about October 27, 2020 to about November 16, 2020, the above-named Employer unreasonably delayed in providing current bargaining unit vacancies, and from about October 27, 2020 to about December 7, 2020, the above-named Employer unreasonably delayed in providing information concerning vacancies in each department, which is relevant and necessary to collective bargaining negotiations.
  4. Since on or about November 10, 2020, the above-named Employer failed or refused to bargain in good faith by failing or refusing to provide information requested by the Union on about November 10, 2020 concerning Ohio Hospital Association market data the Employer claimed to have relied upon to create its proposed wage scale proposal, all of which is relevant and necessary to collective bargaining negotiations.
  5. From about November 17, 2020 to about December 9, 2020, the above-named Employer unreasonably delayed in providing information requested by the Union verbally on November 17, 2020 concerning the method the Employer used to calculate the 5% average wage increase, including the information and methodology relied upon by the Employer.
  6. Since on or about November 18, 2020, the above-named Employer refused or failed to bargain in good faith by failing and refusing to provide the Union with a portion of information requested in writing about November 18, 2020 concerning the total number of hours worked by temporary replacement nurses by name, shift and assignment, which is relevant and necessary to collective bargaining negotiations.

7. Since on or about December 4, 2020, the above-named Employer refused or failed to bargain in good faith by refusing and failing to provide the Union with information requested in writing by the Union on or about December 4, 2020, concerning the following items, all of which is relevant and necessary to collective bargaining negotiations:
  - (a) New Information Item #3 (copies of the information relied upon by the Employer to determine that some employees' "Years of Experience" was longer than his/her "Years of Service.")\_
  - (b) New Information Item #5 (total cost of the Employer's retroactivity proposal, including the information and methodology relied upon by the Employer to calculate said amount)
8. Since on or about December 10, 2020, the above-named Employer has failed or refused to respond the Ohio Nurses Association's request for information concerning any other unilateral changes made by the Employer to employees' terms and conditions of employment.

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8**

**PRIME HEALTHCARE FOUNDATION -EAST LIVERPOOL, LLC d/b/a  
EAST LIVERPOOL CITY HOSPITAL**

**and**

**Cases 08-CA-272618  
08-CA-272885  
08-CA-277674  
08-CA-279835**

**OHIO NURSES ASSOCIATION /  
AMERICAN FEDERATION OF TEACHERS (AFT), AFL-CIO**

**ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 08-CA-272618, 08-CA-272885, 08-CA-277674, and 08-CA-279835 which are based on charges filed by the Ohio Nurses Association/ American Federation of Teachers (AFT), AFL—CIO (Charging Party or Union) against East Liverpool City Hospital, also known by its correct legal name of Prime Healthcare Foundation – East Liverpool, LLC d/b/a East Liverpool City Hospital (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board’s Rules and Regulations, and alleges Respondent has violated the Act as described below:

1. (A) The charge in Case 08-CA-272618 was filed by the Charging Party on

February 11, 2021, and a copy was served on Respondent by U.S. mail on February 12, 2021.

(B) The first amended charge in Case 08-CA-272618 was filed by the Charging Party on February 12, 2021, and a copy was served on Respondent by U.S. mail on February 12, 2021.

(C) The second amended charge in Case 08-CA-272618 was filed by the Charging Party on August 26, 2021, and a copy was served on Respondent by U.S. mail on August 27, 2021.

(D) The third amended charge in Case 08-CA-272618 was filed by the Charging Party on September 29, 2021, and a copy was served on Respondent by U.S. mail on September 30, 2021.

(E) The fourth amended charge in Case 08-CA-272618 was filed by the Charging Party on October 29, 2021, and a copy was served on Respondent by U.S. mail on October 29, 2021.

(F) The charge in Case 08-CA-272885 was filed by the Charging Party on February 18, 2021, and a copy was served on Respondent by U.S. mail on February 18, 2021.

(G) The first amended charge in Case 08-CA-272885 was filed by the Charging Party on August 31, 2021, and a copy was served on Respondent by U.S. mail on August 31, 2021.

(H) The charge in in Case 08-CA-277674 was filed by the Charging Party on May 26, 2021, and a copy was served on Respondent by U.S. mail on May 26, 2021.

(I) The first amended charge in Case 08-CA-277674 was filed by the Charging Party on August 31, 2021, and a copy was served on Respondent by U.S. mail on



August 31, 2021.

(J) The second amended charge in Case 08-CA-277674 was filed by the Charging Party on September 29, 2021, and a copy was served on Respondent by U.S. mail on September 30, 2021.

(K) The third amended charge in Case 08-CA-277674 was filed by the Charging Party on October 29, 2021, and a copy was served on Respondent by U.S. mail on October 29, 2021.

(L) The original charge in Case 08-CA-279835 was filed by the Charging Party on July 14, 2021, and a copy was served on Respondent by U.S. mail on July 15, 2021.

(M) The first amended charge in Case 08-CA-279835 was filed by the Charging Party on November 5, 2021, and a copy was served on Respondent by U.S. mail on November 8, 2021.

(N) The second amended charge in Case 08-CA-279835 was filed by the Charging Party on December 7, 2021, and a copy was served on Respondent by U.S. mail on December 7, 2021.

2. (A) At all material times, Respondent has been an Ohio non-profit corporation with an office and place of business in East Liverpool, Ohio (Respondent's facility), and has been engaged in operating an acute-care hospital providing inpatient and outpatient medical care.

(B) Annually, Respondent, in conducting its operations described above in paragraph 2(A), has derived gross revenues in excess of \$250,000.

(C) Annually, Respondent, in conducting its operations described above in

paragraph 2(A), purchased and received goods valued in excess of \$50,000 from points located outside the State of Ohio.

3. (A) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. (A) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	--	(b) (6), (b) (7)(C)

(B) At all material times, an unnamed attorney has been chief negotiator on behalf of Respondent in collective-bargaining, and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

6. Since about December 8, 2020 through about December 11, 2020, and since about December 10, 2020 thereafter, the exact date being unknown, Respondent, in a social media posting, threatened that Respondent was withholding wage increases from Registered Nurse (RN) employees because of the Charging Party's actions, and that Respondent would proceed with providing its last proposed wage increase to RNs.

7. (A) Since about January 22, 2021, Respondent has entered into and maintained Recruitment and Retention Bonus Agreements with RN employees that contain the following language:

[...] Your employment with East Liverpool City Hospital is at will. This means that either East Liverpool City Hospital or you can terminate the employment relationship at any time, with or without cause, and for any reason or for no reason, at any time. [...]

### 3. Termination of Employment

- (a) *Termination by the Hospital without Cause.* In the event that the Hospital terminates your employment without Cause (as defined herein) during the Agreement Period, you will not be entitled to receive any Retention Bonus payment.
- (b) *Resignation by Employee or Termination by the Company for Cause.* In the event that you resign or the Hospital terminates your employment for Cause during the Agreement Period, you will not be entitled to receive any Retention Bonus payment.

(B) Since about January 22, 2021, Respondent has entered into Recruitment and Retention Bonus Agreements containing the language in paragraph 7(A) above, with the following RN employees on the following dates, and has maintained those Agreements since the dates designated below:

<u>RN</u>	<u>Date of Agreement</u>
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(C) Since about a date presently unknown in about January 2021, Respondent has entered into Recruitment and Retention Bonus Agreements containing the language in paragraph 7(A) above, with the following employees and has maintained those agreements to the present:

RN

(b) (6), (b) (7)(C)

8. (A) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time, regular part-time and per-diem Registered Nurses (RNs) employed by Respondent at its 425 East Liverpool, Ohio facility, excluding all supervisors as defined in the Act, as described in the Recognition Clause, Article 1, Definitions of the expired collective-bargaining agreement effective July 1, 2017 to May 31, 2020, as extended.

(B) Since about at least 1982, and at all material times, Respondent has

recognized the Charging Party as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from July 1, 2017 through May 31, 2020, as extended through November 20, 2020.

(C) At all material times, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

9. (A) Since about August 14, 2020, the Union has requested in writing, by letter and electronic mail, attached as Exhibit A, that Respondent furnish the Union with the following information:

- (1) Bargaining unit employees' nursing certification(s), nursing college degree (Associates, BSN, etc...), and certifications (if any), as requested as a portion of Item #2 of Exhibit A;
- (2) Documents showing whether bargaining unit employee(s) work as an assigned "Preceptor," as requested as a portion of Item #2 of Exhibit A;
- (3) Documents showing whether bargaining unit employee(s) are assigned as a "Charge Nurse", as requested as a portion of Item #2 of Exhibit A;
- (4) Pay rate history for each bargaining unit employee since June 1, 2017, as requested as a portion of Item #3 of Exhibit A;
- (5) Documents showing bargaining unit employees assigned to Surgery with the following information: name, number of call hours for each pay period, and the number of overtime hours worked as a result of call for each period, during the period January 1, 2019 through December 31, 2019, and January 1, 2020 through July 31, 2020 as requested in Item #4 of Exhibit A;
- (6) A list of all bargaining unit employees assigned to work mandatory overtime in 2019 and from January 1, 2020 through July 31, 2020 with the following information: name, home unit/department, unit or

department that the OT was assigned in, date of each assignment, number of hours of mandatory overtime, and whether or not the nurse was paid double time for mandatory overtime, pursuant to Article 11, Section 4 of the CBA” [collective-bargaining agreement], as requested in Item #6 of Exhibit A;

- (7) Pay rate at the time of hire for all RNs hired since May 2017, as requested in a portion of Item #7 of Exhibit A;
- (8) For anyone hired above the “new hire rate” pursuant to Art. 17, Sec. 5 of the CBA, copies of RN’s resume or job application documenting the RN’s prior experience and supporting the hospital’s decision to hire the RN above the starting rate, as requested in a portion of Item #7 of Exhibit A;
- (9) An ongoing bi-weekly request showing all current RN vacancies (as of the date the list provided) including per-diem vacant positions with the following information: position control number, department/unit or cost center, FTE, date the position became vacated, reason it was vacated (retirement, resignation, etc.), and name and original hire date of RN who last held position, as requested in Section, “Other information and/or copies of documents [...]” Item #2, of Exhibit A;
- (10) A copy of all current staffing grids for all nursing departments, as requested in the Section, “Other information and/or copies of documents [...]” Item #6, of Exhibit A.

(B) The information requested by the Union, as described above in paragraphs 9(A)(1) through 9(A)(10) is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about August 14, 2020, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 9(A)(7) and 9(A)(8).

(D) Since about December 8, 2020, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 9(A)(2) and 9(A)(3).

(E) From about August 14, 2020<sup>1</sup> to about November 17, 2020, Respondent

unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 9(A)(1).

(F) From about August 14, 2020 to about December 1, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraphs 9(A)(2) and 9(A)(3).

(G) From about August 14, 2020 to about December 7, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 9(A)(4).

(H) From about August 14, 2020 to about October 22, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraphs 9(A)(5) and 9(A)(6).

(I) From about August 14, 2020 to about October 27, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 9(A)(9).

(J) From about August 14, 2021 to about December 7, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 9(A)(10).

10. (A) About September 25, 2020 and about October 9, 2020, the Union requested orally that Respondent furnish the Union with hourly wage rates for Agency RNs employed by Respondent.

(B) Since about October 22, 2020, the Union, in writing, by electronic mail,

attached as Exhibit B, has requested that Respondent furnish the Union with the hourly rates that the hospital paid for each Agency nurse employed during 2019 and 2020, as requested in “Other Information Requests: [...] #7 Relating to Agency Nurses” in Exhibit B.

(C) The information requested by the Union, as described above in paragraphs 10(A) through 10(B) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(D) From about September 25, October 9 and October 22, 2020 to about December 7, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraphs 10(A) through 10(B).

11. (A) Since about October 27, 2020, the Union, in writing, by electronic mail, attached as Exhibit C, has requested that Respondent furnish the Union with information on current vacancies and a report of all RN terminations and a reason for termination for calendar year 2020 (as of the date the report is run), as contained in Vacancy Information (Item #2 of the Union’s request for “other information) in Exhibit C.

(B) The information requested by the Union, as described above in paragraph 11(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) From about October 27, 2020 to about December 7, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 11(A).

12. (A) Since about November 10, 2020, the Union, in writing, by electronic mail, attached as Exhibit D, and orally on November 10, 2020, has requested that Respondent furnish the Union with Market Data from the Ohio Hospital Association, as requested in Exhibit



D.

(B) The information requested by the Union, as described above in paragraph 12(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about November 10, 2020, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 12(A).

13. (A) About November 17, 2020, the Charging Party, requested orally that Respondent furnish the Union with information concerning the method Respondent used to calculate the 5% average wage increase, including the information and methodology relied upon by Respondent.

(B) The information requested by the Union, as described above in paragraph 13(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) From about November 17, 2020, to December 9, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 13(A).

14. (A) Since about November 18, 2020, the Union, in writing, by electronic mail, attached as Exhibit E, has requested that Respondent furnish the Union with information concerning the total number of hours worked by temporary replacement nurses by name, shift and assignment, as requested in Item #3 in Exhibit E.

(B) The information requested by the Union, as described above in paragraph 14(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about November 18, 2020, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 14(A).

15. (A) Since about December 4, 2020, the Charging Party, in writing, by electronic mail, attached as Exhibit F, has requested that Respondent furnish the Union with following information:

- (1) Copies of the information relied upon by Respondent to determine that some employees' "Years of Experience" was longer than his/her "Years of Service," as requested in New Information Requests, Item #3 in Exhibit F;
- (2) The total cost of Respondent's retroactivity proposal, including the information and methodology relied upon by Respondent to calculate said amount, as requested in New Information Requests, Item #5 in Exhibit F.

(B) The information requested by the Union, as described above in paragraph 15(A)(1) and (2) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about December 4, 2020, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 15(A)(1) and (2).

16. (A) Since about December 10, 2020, the Charging Party, in writing, by electronic mail, attached as Exhibit G, has requested that Respondent furnish the Union with information concerning any other unilateral changes made by Respondent to employees' terms and conditions of employment, as requested in Exhibit G.

(B) The information requested by the Union, as described above in paragraph 16(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about December 10, 2020, Respondent has failed and refused to

furnish the Union with the information requested by it as described above in paragraph 16(A).

17. (A) Since about January 28, 2021, the Charging Party, in writing, by electronic mail, attached as Exhibit H, has requested that Respondent furnish the Union with copies of all letters and correspondence sent to each bargaining unit member concerning the amount and calculation of the bargaining unit member's wage increase that was implemented effective December 13, 2020.

(B) The information requested by the Union, as described above in paragraph 17(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about January 28, 2021, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 17(A).

18. (A) Since about June 12, 2021, the Charging Party, in writing, by electronic mail, attached as Exhibit I, has requested that Respondent furnish the Union with information relating to the years of experience held by each bargaining unit employee.

(B) On about June 23, 2021, the Charging Party, in writing, by electronic mail, as contained in attached Exhibit J, informed Respondent that it did not have information related to nursing experience for each bargaining unit employee.

(C) Since about June 23, 2021, the Charging Party, in writing, by electronic mail, attached as Exhibit J, has requested that Respondent furnish the Union with the following information for each bargaining unit nurse: all previous employment positions, time spent in those positions, and a brief description of such employment while the person was a Registered Nurse.

(D) The information requested by the Union, as described above in paragraphs

18 (A) through (C) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(E) Since about June 23, 2021, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 18(A) and (B).

(F) Since about July 9, 2021, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 18(C).

19. Respondent, by (b) (6), (b) (7)(C), at Respondent's facility bypassed the Union and dealt directly with its employees in the Unit by:

(A) About November 13, 2020, communicating in writing, via electronic mail, with employees concerning wage increases, attached as Exhibit K.

(B) About December 9, 2020, communicating in writing, via letter, with employees concerning a wage increase effective December 13, 2020.

(C) About December 9, 2020 through about December 10, 2020, communicating in writing, via electronic mail, with employees concerning wage increases.

20. (A) About October 21, 2020, Respondent and the Union entered into an extension of the collective-bargaining agreement through November 20, 2020, that provided that negotiated wages increases would be retroactive to May 31, 2020.

(B) About November 17, 2020, during a bargaining session and at a time when the parties had not reached a lawful impasse in bargaining, Respondent presented its last, best and final offer to the Union, which contained the following provision in Article 17, Rates of Pay:

[...]

Effective the first full pay period following June 1, 2020, all nurses with 15 years of experience or less will be placed on the scale above; if placement on the scale does not equate to an increase of at least 1%, the RN will receive a 1% increase to their base rate. All other

nurses with 16 or more years of experience will receive a 1% increase to their base rate of pay. [...]

(C) About November 18, 2020, by electronic mail to the Union, Respondent unilaterally and prematurely declared an impasse in successor collective-bargaining negotiations without bargaining with the Union to a good faith impasse.

(D) About November 18, 2020, in the same electronic mail to the Union as discussed in paragraph 20(C) above, Respondent withdrew its last, best and final offer, and informed the Union that the agreement to retroactively pay first year wage increases was no longer valid upon expiration of the collective-bargaining agreement.

(E) About November 18, 2020, by electronic mail to Respondent, the Union denied the parties were at impasse and informed Respondent that the Union remained flexible on outstanding issues.

(F) About November 19, 2020, the Union's membership rejected Respondent's last, best and final offer.

(G) About November 19, 2020, Respondent, by social media posting, stated that its last, best and final offer had been withdrawn because the Union did not accept the offer, and posted a copy of its last, best and final offer providing for a retroactive wage payment starting the full pay period following June 1, 2020.

(H) Since about various occasions between November 19 and December 13, 2020, Respondent renewed its last, best and final offer, including a retroactive wage payment as described above in paragraphs 20(B) and 20(G).

(I) About December 8, 2020, during a successor contract negotiation session, Respondent informed the Union that it still maintained its last, best and final offer.

(J) About December 8 through December 11, 2020, and as alleged above in

paragraphs 6, and 19(B) through 19(C), Respondent announced that it would be implementing wage increases to employees in the Unit consistent with its last, best and final offer as follows:

- (1) About December 8 through December 10, 2020, by social media posting, announced it would proceed with providing its last proposed wage increase to RNs;
- (2) About December 9 through December 10, 2020, by letter, informed employees of a specific wage increase that would be implemented for each employee on December 13, 2020, and inviting employees to review copies of Respondent's last, best and final offer;
- (3) About December 10, 2020, by electronic mail, informing employees that it would be implementing a wage increase effective December 13, 2020, and inviting employees to review Respondent's last, best and final offer;
- (4) About December 11, 2020, by social media posting, announced that it had provided its last, best and final offer to the Union, and that it is proceeding with the last proposed wage increase.

(K) By its communications and conduct described above in paragraphs 6, 19(B) through 19(C) and 20(G) through 20(J), Respondent created a reasonable expectation among employees that it would be implementing a wage increase containing a retroactive wage payment to the first full pay period following June 1, 2020.

(L) About December 13, 2020, the Employer unilaterally implemented wage increases to employees in the Unit, and without retroactively applying that wage increase to the first full pay period following June 1, 2020, as stated in its last, best and final offer.

(M) About December 14, 2020, Respondent, by electronic mail, provided the Union with its complete last, best and final offer, which contained a retroactive wage increase to the first full pay period, in Article 17, Rates of Pay, as described above in paragraph 20(B).

(N) The subjects set forth in paragraphs 20(J) through 20(M) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(O) Respondent engaged in the conduct described above in paragraphs 20(J) and 20(L) without prior notice to the Union, without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

21. (A) Since about January 7, 2021, Respondent has unilaterally implemented and promulgated a recruitment and retention bonus and secured and entered into Recruitment and Retention Bonus Agreements with RN employees, as described above in paragraph 7, and with any other RN employees whose names are presently unknown.

(B) Since about January 7, 2021, Respondent, by CEO Keith Richardson and/or other supervisors and/or agents of Respondent presently unknown, bypassed the Union and dealt directly with its employees in the Unit by securing and entering into Recruitment and Retention Bonus Agreements with RN employees, as described above in paragraphs 7 and 21(A), and with any other employees whose names are presently unknown.

(C) Since about May 21, 2021, Respondent unilaterally implemented a shift bonus for employees in the Unit at Respondent's facility.

(D) The subjects set forth above in paragraphs 21(A), and 21(C) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(E) Respondent engaged in the conduct described above in paragraphs 21(A) and (C) without prior notice to the Union, without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a successor collective-bargaining agreement.

22. By the conduct described above in paragraphs 6-7, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

23. By the conduct described above in paragraphs 9-21, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

24. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 6-7, and 9-23, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative to read the notice to the employees in English on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 5(A).

As part of the remedy for the unfair labor practices alleged above in paragraphs 20 and 23, the General Counsel seeks an Order requiring that Respondent preserve and, within 14 days of a



request, provide at the office designated by the Board or its agents, a copy of all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner.

As part of the remedy for the unfair labor practices alleged above in paragraphs 6, 19(B) through 19(C) and 20(G) through 20(J), the General Counsel seeks an Order requiring the Respondent to pay all wage increases retroactive to the first full pay period following June 1, 2020.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before Monday, January 3, 2022, or postmarked on or before Friday, December 31, 2021.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the

transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a consolidated complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

### **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** on the 7th day of March 2022, at 10:00 AM EST, in a hearing room of the National Labor Relations Board, 1695 AJC Federal Office Building, 1240 East Ninth Street, Cleveland, Ohio, and on consecutive days thereafter until concluded, **or at another location or in another manner as ordered by the administrative law judge, including via videoconference**, a hearing will be conducted before an administrative law judge. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Cleveland, Ohio this 20<sup>th</sup> day of December 2021.



---

IVA Y. CHOE  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 08  
1240 E 9TH ST STE 1695  
CLEVELAND, OH 44199-2086

**Attachments**

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 08-CA-272618, 08-CA-272885, 08-CA-277674, 08-CA-279835

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Acting Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Acting Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Teri Pasco , Human Resources Director  
East Liverpool City Hospital  
425 W. Fifth Street  
East Liverpool, OH 43920-2405  
**Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)**

John M. Cerilli, Esq., Office Managing  
Shareholder  
Littler Mendelson, P.C.  
625 Liberty Avenue, 26th Floor  
Pittsburgh, PA 15222  
**Email: [jcerilli@littler.com](mailto:jcerilli@littler.com)**

Brian M. Hentosz , Esquire  
Littler Mendelson, P.C.  
625 Liberty Avenue, 26th Floor  
Pittsburgh, PA 15222  
**Email: [bhentosz@littler.com](mailto:bhentosz@littler.com)**

Rich Martwick , Senior Asst. General  
Counsel  
Prime Healthcare  
6245 Inkster Rd.  
Garden City, MI 48135  
**Email: [rmartwick@primehealthcare.com](mailto:rmartwick@primehealthcare.com)**

East Liverpool City Hospital  
425 W. Fifth Street  
East Liverpool, OH 43920-2405

Anne Mueller , Labor Representative  
Ohio Nurses Association a/w American  
Federation of Teachers, AFL-CIO  
3760 Ridge Mill Drive  
Hilliard, OH 43026  
**Email: amueller@ohnurses.org**

Prime Healthcare  
348 E. Guasti Road  
Ontario, CA 92761

Prime Healthcare Management, Inc.  
348 E. Guasti Road  
Ontario, CA 92761

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, CA 92761

Jonathan C. Wentz , Attorney at Law  
Barkan Meizlish, LLP  
4200 Regent Street  
Suite 210  
Columbus, OH 43219  
**Email: jwentz@lawforlabor.com**

James Petroff , Esq.  
Wentz, McInerney, Peifer & Petroff,LLC  
3311 Bear Pointe Cir  
Powell, OH 43065  
**Email: jpetroff@lawforlabor.com**

East Liverpool City Hospital and Prime  
Healthcare Foundation - East Liverpool,  
LLC  
425 W 5th St  
East Liverpool, OH 43920-2498

Prime Healthcare Foundation - East  
Liverpool, LLC  
348 E. Guasti Road  
Ontario, CA 92761

Prime Healthcare Services, Inc., Prime  
Healthcare Foundation, Inc., Prime  
Healthcare Foundation - East Liverpool,  
LLC, and Prime Healthcare Management,  
Inc.  
348 E Guasti Road  
Ontario, CA 91761

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering

such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

08-CA-272882

Date Filed

2/18/2021

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, Prime Healthcare Management, Inc. (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

see Attachment-1

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Ohio Nurses Association

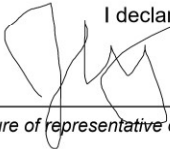
4a. Address (Street and number, city, state, and ZIP code) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873
	4c. Cell No. same
	4d. Fax No. 614-969-3888
	4e. e-mail amueller@ohnurses.org

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

American Federation of Teachers, AFL-CIO

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.



Jonathan C. Wentz

(signature of representative or person making charge)

(Print/type name and title or office, if any)

4200 Regent Street, Suite 210, Columbus, OH 43219

Address

Date 2/17/2021

Tel. No.

614-221-4221

Office, if any, Cell No.

614-571-6625

Fax No.

614-744-2300

e-mail

jwentz@barkanmeizlish.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
info@primehealthcare.com

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: tpasco@primehealthcare.com

### **BASIS OF CHARGE**

Since on or about October 28, 2020, the Employer, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of Ohio Nurses Association, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, through the following conduct:

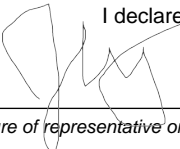
1. Since on or about October 28, 2020, the above-named Employer has interfered with, restrained and coerced employees in the exercise of their Section 7 rights by unlawfully promulgating and maintaining an overly broad work rule regarding wearing face masks with union insignia and by discriminatorily prohibiting employees from wearing face masks with union insignia.
2. Since on or about October 28, 2020, and at all times thereafter, the above-named Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by unilaterally implementing a work rule prohibiting employees from wearing face masks with union insignia, without providing notice and opportunity to bargain with the Union, and/or without bargaining to a good faith impasse.
3. On or about November 13, 2020, the above-named Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights, by its (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) coercively informing bargaining unit employees a pending strike was patient abandonment and that the strike should be illegal.
4. On or about December 4, 2020, the above-named Employer, by its counsel (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in an email coercively disparaged a Union representative, bargaining committee members and bargaining unit nurses for engaging in protected concerted and Union activities.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed 2/19/21

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer		b. Tel. No.	
		c. Cell No.	
		f. Fax. No.	
d. Address (Street, city, state, and ZIP code)		e. Employer Representative	
		g. e-mail	
		h. Number of workers employed	
i. Type of Establishment (factory, mine, wholesaler, etc.)		j. Identify principal product or service	
<p>The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p>			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
3. Full name of party filing charge (if labor organization, give full name, including local name and number)			
4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No.	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
<p>6. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p> (signature of representative or person making charge)</p> <p>_____ (Print/type name and title or office, if any)</p> <p>Address _____ Date _____</p>		Tel. No.	
		Office, if any, Cell No.	
		Fax No.	
		e-mail	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

### **AMENDED BASIS OF CHARGE**

Since on or about October 28, 2020, the Employer, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of Ohio Nurses Association, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, through the following conduct:

1. Since on or about October 28, 2020, the above-named Employer has interfered with, restrained and coerced employees in the exercise of their Section 7 rights by unlawfully promulgating and maintaining an overly broad work rule regarding wearing face masks with union insignia and by discriminatorily prohibiting employees from wearing face masks with union insignia.
2. On or about (b) (6), (b) (7)(C) 2020, the above-named Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights, by its (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), coercively informing bargaining unit employees a pending strike was patient abandonment and that the strike should be illegal.
3. On or about (b) (6), (b) (7)(C) 2020, the above-named Employer, by its counsel (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in an email coercively disparaged a Union representative, bargaining committee members and bargaining unit nurses for engaging in protected concerted and Union activities.

Since on or about October 28, 2020, and at all times thereafter, the above-named Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by unilaterally implementing a work rule prohibiting employees from wearing face masks with union insignia, without providing notice and opportunity to bargain with the Union, and/or without bargaining to a good faith impasse.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**SECOND AMENDED CHARGE  
AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 08-CA-272882	Date Filed 5/21/21

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer  East Liverpool City Hospital, Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., Prime Healthcare Foundation - East Liverpool, LLC, and Prime Healthcare Management, Inc. (a single an/or joint employer)	b. Tel. No. see Attachment-1
	c. Cell No.
	f. Fax. No. see Attachment-1
	g. e-mail see Attachment-1
d. Address ( <i>Street, city, state, and ZIP code</i> ) see Attachment-1	e. Employer Representative see Attachment-1
h. Number of workers employed 130	
i. Type of Establishment ( <i>factory, mine, wholesaler, etc.</i> ) Hospital	j. Identify principal product or service Healthcare
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge ( <i>set forth a clear and concise statement of the facts constituting the alleged unfair labor practices</i> )  See Attachment-1	
3. Full name of party filing charge ( <i>if labor organization, give full name, including local name and number</i> ) Ohio Nurses Association	
4a. Address ( <i>Street and number, city, state, and ZIP code</i> ) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873
	4c. Cell No. same
	4d. Fax No. 614-969-3888
	4e. e-mail amueller@ohnurses.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) American Federation of Teachers, AFL-CIO	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
<u>James Petroff</u> (signature of representative or person making charge)	<u>James Petroff</u> (Print/type name and title or office, if any)
4200 Regent Street, Suite 210, Columbus, OH 43219	Date 5/21/2021
Address _____	
Tel. No. (614) 221-4221	
Office, if any, Cell No. (440) 308-8853	
Fax No. (614) 744-2300	
e-mail jpetroff@barkanmeizlish.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**  
(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital, Prime Healthcare Foundation - East Liverpool, LLC; Prime  
Healthcare Foundation, Inc.; Prime Healthcare Services, Inc.; and Prime Healthcare  
Management, Inc. (a single and/or joint employer), collectively "Prime Healthcare":  
(a single and/or joint employer)

Prime Healthcare Management, Inc  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation - East Liverpool, LLC  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Foundation, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

Prime Healthcare Services, Inc.  
348 E. Guasti Road  
Ontario, California 91761  
Telephone: 909-235-4400

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: [tpasco@primehealthcare.com](mailto:tpasco@primehealthcare.com)

### **BASIS OF SECOND AMENDED CHARGE**

1. Since on or about October 28, 2020, the Employer, through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of Ohio Nurses Association, in the exercise of their rights to self- organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act, through the following conduct:
  - a. Since on or about October 28, 2020, the above-named Employer has interfered with, restrained and coerced employees in the exercise of their Section 7 rights by unlawfully promulgating and maintaining an overly broad work rule regarding wearing face masks with union insignia and by discriminatorily prohibiting employees from wearing face masks with union insignia.
  - b. On or about December 4, 2020, the above-named Employer, by its counsel Richard Martwick, in an email coercively disparaged a Union representative, bargaining committee members and bargaining unit nurses for engaging in protected concerted and Union activities.
2. On or about October 28, 2020, it, by its officers, agents and representatives, discriminated against its employees because of their membership and activities on behalf of Ohio Nurses Association, a labor organization, by promulgating and/or implementing a work rule prohibiting employees from wearing face masks with union insignia.
3. Since on or about October 28, 2020, and at all times thereafter, the above-named Employer, by its officers, agents and representatives, has refused to bargain collectively with Ohio Nurses Association, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by unilaterally implementing a work rule prohibiting employees from wearing face masks with union insignia, without providing notice and opportunity to bargain with the Union, and/or without bargaining to a good faith impasse.



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

08-CA-270508

Date Filed

12-21-2020

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital and Prime Healthcare (a single and/or joint employer)		b. Tel. No. see Attachment-1
		c. Cell No.
		f. Fax No. see Attachment-1
d. Address (Street, city, state, and ZIP code) see Attachment-1	e. Employer Representative see Attachment-1	g. e-mail <b>see Attachment-1</b>
		h. Number of workers employed 130

i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Healthcare
--	--

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

On or about December 21, 2020, the above-named employer issued a final written warning to union representative Justin Miller in retaliation for his protected concerted activity, including encouraging his fellow registered nurses to participate in the lawful strike commencing on November 21, 2020 and participating in a lawful strike.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**  
Ohio Nurses Association

4a. Address (Street and number, city, state, and ZIP code) 3760 Ridge Mill Drive Hilliard, OH 43026	4b. Tel. No. 614-400-1873
	4c. Cell No. same
	4d. Fax No. 614-969-3888
	4e. e-mail amueller@ohnurses.org

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**  
American Federation of Teachers, AFL-CIO**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Jonathan C. Wentz

(signature of representative or person making charge)

(Print/type name and title or office, if any)

4200 Regent Street, Suite 210, Columbus, OH 43219

Address

Date

Dec 21, 2020

Tel. No.

614-221-4221

Office, if any, Cell No.

614-571-6625

Fax No.

614-744-2300

e-mail

jwentz@barkanmeizlish.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

**ATTACHMENT-1**

(EMPLOYER CONTACT INFORMATION)

East Liverpool City Hospital and Prime Healthcare

(a single and/or joint employer)

Prime Healthcare  
348 E. Guasti Road  
Ontario, California 92761  
Telephone: 909-235-4400  
Representative: Unknown  
Email: info@primehealthcare.com

East Liverpool City Hospital  
425 W. 5th Street  
East Liverpool, OH 43920  
Telephone: 330-386-2022  
Facsimile: 330-386-2091  
Representative: Teri Pasco  
Email: tpasco@primehealthcare.com

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 08-CA-255315

Date Filed  
1/29/20

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer East Liverpool City Hospital		b. Tel. No. 330-386-2022
		c. Cell No.
		f. Fax. No. 330-386-2091
d. Address (Street, city, state, and ZIP code) 425 W. 5th Street East Liverpool, OH 43920	e. Employer Representative Teri Pasco Human Resources Manager 425 W. 5th Street East Liverpool, OH 43920	g. e-mail <i>tpasco@primehealthcare.com</i>
		h. Number of workers employed 500
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service healthcare	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about October 1, 2019, and continuing thereafter, the Employer, through its agents and representatives, unilaterally changed terms and conditions of employment by using agency nurses. The use of non-bargaining unit nurses has been previously negotiated in the collective bargaining agreement, but the Employer has repudiated the agreement by continually refusing to abide by the contract.

On or about January 28, 2020, the Employer, through its agents and representatives, threatened, coerced and restrained bargaining unit employees from exercising their rights under the National Labor Relations Act and the parties' collective bargaining agreement by threatening to immediately terminate any employee, and file a complaint with the Ohio Board of Nursing against any employee, who refused to orient agency nurses.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)  
Ohio Nurses Association4a. Address (Street and number, city, state, and ZIP code)  
3760 Ridge Mill Drive  
Hilliard, OH 43026

4b. Tel. No.

4c. Cell No.

614-400-1873

4d. Fax No.

614-969-3888

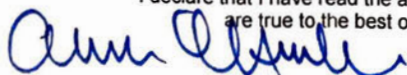
4e. e-mail

amueller@ohnurses.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)  
American Federation of Teachers

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.



(signature of representative or person making charge)

Anne Mueller

(Print/type name and title or office, if any)

3760 Ridge Mill Drive

Address

Date 1-29-2020

Tel. No.

Office, if any, Cell No.  
614-400-1873

Fax No.

614-969-3888

e-mail

amueller@ohnurses.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**AMENDED CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
08-CA-255315	5/29/20

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer East Liverpool City Hospital		b. Tel. No. (330)386-2022
		c. Cell No. (304)670-0779
d. Address (street, city, state ZIP code) 425 W. Fifth Street, East Liverpool, OH 43920-2405	e. Employer Representative Teri Pasco Human Resources Director	f. Fax No. (330)386-2091
		g. e-Mail tpasco@primehealthcare.com
		h. Dispute Location (City and State) East Liverpool, OH
i. Type of Establishment (factory, nursing home, hotel) Hospital	j. Principal Product or Service Health Care	k. Number of workers at dispute location 145

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices).


On or about January 28, 2020, the Employer, through its agents and representatives, threatened, coerced and restrained bargaining unit employees from exercising their rights under the National Labor Relations Act and the parties' collective bargaining agreement by threatening to immediately terminate any employee, and file a complaint with the Ohio Board of Nursing against any employee, who refused to orient agency nurses.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Ohio Nurses Association, AFT Local 5903, a/w American Federation of Teachers

4a. Address (street and number, city, state, and ZIP code) 3760 Ridge Mill Drive, Hilliard, OH 43026	4b. Tel. No.
	4c. Cell No. (614)400-1873
	4d. Fax No. (614)969-3888
	4e. e-Mail amueller@ohnurses.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By: 	Anne Mueller Labor Representative	Office, if any, Cell No. (614)400-1873
(signature of representative or person making charge)	Print Name and Title	Fax No. (614)969-3888
Address: 3760 Ridge Mill Drive, Hilliard, OH 43026	Date: 5-28-2020	e-Mail amueller@ohnurses.org

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.